

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ABBEY CORDERO and SAMANTHA JENKINS,

Plaintiffs,

-against-

THE CITY OF NEW YORK; POLICE OFFICER
LOUISE SANFILLIPO, SHIELD NO. 1581;
POLICE OFFICER JACQUELINE MCMAHON,
SHIELD NO. 3220; SCHOOL SAFETY AGENT
WILLIAM DALEY; SCHOOL SAFETY AGENT
EMMANUEL PIMENTE; POLICE OFFICER
DARLEEN LEBOW; POLICE OFFICER
MATTHEW SANTORO; POLICE OFFICER
MARIA FIELDS; SCHOOL SAFETY OFFICER
MICHELLE CLINTON; SCHOOL SAFETY
OFFICER EVELYN SANTIAGO, and
SUPERVISORY OFFICER JOHN DOE, individually
and in their official capacities,

Defendants.
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**STIPULATION OF
SETTLEMENT AND ORDER OF
DISMISSAL**

09-CV-03290 (ENV) (RML)

WHEREAS, plaintiffs commenced this action by filing a complaint on or about July 29, 2009, alleging that the defendants violated plaintiffs' federal civil and state common law rights; and

WHEREAS, defendants City of New York, Officer Louise Sanfillipo, Officer Jacqueline McMahon, School Safety Agent William Daley, Officer Darleen Lebow, Officer Matthew Santoro, Officer Maria Fields and School Safety Agent Michelle Clinton have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, defendant City of New York served plaintiff with an Offer of Judgment pursuant to Fed. R. Civ. P. 68 on March 3, 2011; and

WHEREAS, plaintiff accepted defendant's Rule 68 Offer of Judgment on June 7, 2012; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Abbey Cordero the sum of Thirty Thousand and One (\$30,001.00) Dollars and plaintiff Samantha Jenkins the sum of Twenty Thousand and One (\$20,001.00) Dollars plus reasonable attorneys' fees, expenses, and costs up to March 3, 2011, the date of the Offer of Judgment, in full satisfaction of all claims by plaintiffs against defendants. In consideration for the payment of these sums, plaintiffs agree to dismissal of all the claims against the defendants and to release the defendants and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiffs' civil rights, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiffs have assigned their rights to attorneys' fees, expenses, and costs to their attorneys, Rankin & Taylor.

4. Plaintiffs each shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a

General Release based on the terms of paragraph 2 and 3 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiffs shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

5. The City of New York hereby agrees to pay counsel for plaintiff, Rankin & Taylor, reasonable attorneys' fees, expenses, and costs, to be determined at a later date, up to the date of the Offer of Judgment referenced in paragraph "2" above. Counsel for plaintiff hereby agrees and represents that no other claim for attorneys' fees, costs, or expenses arising out of this action shall be made by or on behalf of plaintiff in any application for attorneys' fees, costs, or expenses at any time.

6. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation, Rule 68 Offer, Acceptance thereof shall not be admissible in, nor are they related to, any other litigation or settlement negotiations.

7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

8. Plaintiffs agree to hold harmless defendants regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

9. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
July 24, 2012

Rankin & Taylor
Attorneys for Plaintiff
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MICHAEL A. CARDOZO
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Sanfillipo, McMahon, Daley, Lebow,
Santoro, Fields and Clinton
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New York, New York 10007

By: 
David B Rankin
Attorney for Plaintiff

By: 
Kimberly Savino
Assistant Corporation Counsel

The Clerk is directed to close this case.

SO ORDERED: 

s/ ENV

BROOKLYN
Dated: ~~New York~~, New York
Aug. 2, 2012

HON. ERIC N. VITALIANO
UNITED STATES DISTRICT JUDGE